

COMMERCIAL WATER METER
LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this ____ day of _____, _____ by and between:

_____ (hereinafter "Licensor") and
_____ (hereinafter "Owner") and
MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, MARYLAND, a Maryland Municipal Corporation (hereinafter "Licensee").

WHEREAS, Licensor is a Tenant on part of a parcel of land with a street address of _____ identified as Parcel No. _____, on Harford County Tax Map No. _____, Harford County, Maryland in Plat Book _____ Liber No. _____, folio _____, with a business known as: _____ (hereinafter "Property"); and

WHEREAS, Licensor desires that Licensee supply metered water to the Property; and

WHEREAS, Owner is the fee simple owner of the Property; and

WHEREAS, Licensee has agreed to supply metered water to the Property under City of Havre de Grace Commercial Application Number _____, and

WHEREAS, Licensor must use the Licensee-owned equipment described herein subject to the terms and conditions of this Agreement in order to obtain water; and

WHEREAS, the Owner agrees to permit the Licensee to enter upon the Property to perform maintenance on Licensee-owned equipment for so long as and until said equipment is removed from the Property and water service to this Property is terminated.

NOW THEREFORE WITNESSETH, that for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree:

1. **Grant of Licensee**

Licensor and Owner hereby grant to Licensee an irrevocable license to operate, maintain, read, test, inspect, or shut-off water supply and to repair or replace any water meters, back flow preventers, drain valves and all necessary appurtenances located on Property and owned by Licensee as delineated in Commercial Application Number ____ and the plans accompanying the Application, all of which are incorporated herein. The License is granted, subject to the terms and conditions contained herein, access on and over and through the Property which was described above and for which an SDAT sheet showing the property is attached.

Licensors and Owner further grant unto the Licensee and Licensee's agents, successors and/or assigns, such reasonable ingress and egress as may be required to have access to the aforesaid Licensee-owned water meter, back flow preventers, drain valves and all necessary appurtenances (hereinafter "Equipment") whatever located, in, over, upon, under, through and across Property. It is further agreed that no building or structure of any kind, unrelated to the purpose of this Agreement, shall be erected that would, in the sole opinion of the Licensee, unreasonably interfere with access to the Equipment.

2. **Cost of Maintenance and Repair of Equipment**

Licensee shall bear all costs for the normal maintenance, repair or replacement of the Equipment except that Licensor shall bear all costs of maintenance, repair or replacement of the Equipment under the following conditions:

- a) Licensor's actions alter water use such that the Equipment must be modified or replaced in order to properly function.
- b) Licensor's actions cause the Equipment to fail prematurely.
- c) The Equipment fails as a result of damage caused by the negligent or intentional acts of Licensor or its agents, employees, contractors, subcontractors, successors and/or assigns.
- d) Licensor protests the accuracy of the Equipment and the Equipment is tested and found to be accurate (Licensor pays all costs associated with said testing).

The Licensee shall where possible, in the opinion of the Licensee, cooperate with the Licensor in coordinating required work so as to minimize any impact to the Licensor's operations.

Licensor owns and shall bear all costs of maintaining, repairing and replacing any and all water system piping, valves and appurtenances on the Property other than the Equipment.

3. **Term**

This License shall remain in full force and effect, unless terminated in accordance with Section 4, below, for an initial term of ten (10) years. This License shall be renewed automatically for subsequent ten (10) years unless written notice of intent to terminate is provided in accordance with Section 4, herein.

4. **Termination of License or of Service**

Notice of intent to terminate shall be provided at least six (6) months prior to the specified date of termination. The failure to provide adequate notice of termination or the failure to provide access in accordance with the terms of this License may, at the sole discretion of the Licensee, result in the termination of water and/or sewer service to the Property. Water service shall be terminated for nonpayment of any City water or sewer service or system charges.

5. **Condition of Site**

Licensor shall maintain the site, fixtures, and structures on the Property in such condition that Licensee can safely and efficiently access, inspect and perform work on the Equipment. Upon expiration, cancellation or termination of this License, title to the Equipment shall remain with Licensee. Licensee shall have the right to enter upon the Property during normal business hours to remove any and all such equipment at Licensee's sole cost and expense. Upon termination, Licensee shall surrender the premises in substantially the same condition as received, except for reasonable and ordinary wear and tear.

6. **Coordination of Installation**

Authorized agents, employees or contractors of Licensee shall be permitted to enter upon the Property pursuant to the terms and conditions of this License Agreement. All costs associated with the installation of the Equipment and any fixtures and structures necessary to provide water service to the Property shall be borne by the Licensor. Licensee shall use its best efforts to ensure that the maintenance and operation of the Equipment does not damage the property of Licensor or interfere with the operation and maintenance of the Property.

7. **Access and Security**

Licensee shall have the reasonable right of access to the Property for the purposes of exercising its rights under this License. For work which, in the sole discretion of Licensee, is deemed emergency in nature, Licensee shall have the right to enter the Property at any time, without prior notice. Access for non-emergency work shall be provided between 7:00 a.m. and 5:00 p.m., Monday through Friday, within 24 hour notice to Licensor. Licensee shall provide, at its cost, a lock for each Licensee-owned valve that Licensee determines should be locked. Licensor shall, at its cost, take any additional measures necessary to properly secure the Property against unauthorized

access to the Equipment. Licensor shall supply Licensee with the name and telephone number of a contact person or persons available at all times.

8. **Entire Agreement**

This License shall constitute the entire agreement between the parties with regard to the subject matter contained herein and any prior understanding or representation of any kind preceding the date of the License shall not be binding upon either party except to the extent incorporated into the License.

9. **Modification of License**

No modification of this License or additional obligation assumed by either party shall be binding unless the modification is in writing and is signed by all parties to the agreement.

10. **Notice**

Any notice concerning or required under this license shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the other party at the addresses set forth below:

If to Licensee: City of Havre de Grace Attn: Director of Public Works 711 Pennington Avenue Havre de Grace, Maryland 21078	If Owner of Property _____ _____ _____ _____ _____	If to Licensor: _____ _____ _____ _____ _____
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The parties to this agreement may change the name of its contact or its address, for notice purposes, by providing at least 14 days written notice of the new contact person or address.

11. **Ownership Interest in Real Property**

The rights granted to Licensee under this License are limited to access. Licensee acknowledges that title to the real property that is the subject of the License shall continue to remain vested in the Owner. Licensee expressly agrees that it does not and shall not claim any interest or

estate of any kind or extent whatsoever in the above-described real property of the Owner by virtue of the rights granted to or used by the Licensee under this License.

12. **Laws and Regulations**

Licensee, Licenser and Owner shall comply with all Federal, State and local laws, rules and regulations relating to the use of the Equipment described herein.

13. **Successors and Assigns**

The License granted hereunder shall run with the land and shall inure to the successors and/or assigns of the Licenser and Licensee. This License may be recorded among the Land Record of Harford County, Maryland by Licensee, but is not intended to be recorded.

14. **Governing Law/Venue/ Waiver of Jury**

Any litigation relating to this License shall be governed by the laws of the State of Maryland and in Harford County, Maryland and the parties waive any right to a trial by jury.

15. **Insurance**

Licenser and Owner shall secure and maintain general liability insurance and property insurance to protect Licensee, its elected and appointed officials, officers, representatives, employees and agents from claims for bodily injury, death or property damage which may arise from the use of the above-described property by Licensee.

16. **Indemnification**

Licenser and Owner agree to indemnify, hold harmless and defend Licensee from and against any and all claims of liability, actions, damages and expenses arising out of or relating to Licensee's exercise of its rights under this License including those occasioned in whole or in part by any act or omission of Licensee, its agents, contractors, and employees but excluding any said claims arising out of the willful misconduct or gross negligence of Licensee, its agents, contractors and/or employees.

17. **Tenant**

Owner shall provide a copy of this License Agreement to any subsequent Tenant and require that the subsequent Tenant enter into a written modification of this License Agreement with the Owner and the Licensee.

18. **Counterparts**

This License Agreement may be executed in one or more counterparts which when taken together shall be deemed to be the original agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement and affixed their seals on the day and year first above written.

Approved as to legal sufficiency this
____ day of _____, _____.

Recommended for approval this ____ day of
_____, _____.

Paul W. Ishak, Esquire
City Attorney, Havre de Grace, Maryland

Timothy F. Whittie, P.E.
Director of DPW Havre de Grace, Maryland

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF HAVRE DE GRACE**

Patrick D. Sypolt,
Director of Administration

William T. Martin, Mayor

LICENSOR:

OWNER:

CERTIFICATION

This is to certify that the within instrument was prepared by the undersigned, representing the Mayor and City Council of Havre de Grace, Maryland, one of the parties named in said instrument.

Date

Paul W. Ishak, Esquire
City Attorney, Havre de Grace, Maryland

AFTER RECORDING, RETURN TO:

Timothy F. Whittie, P.E.
Director of Public Works
711 Pennington Avenue
Havre de Grace, Maryland 21078
(410) 939-1800